

REMARKS

Claims 1-33 were pending and presented for examination and in this application. In an Office Action dated December 13, 2006, claims 1-33 were rejected. Applicants thank Examiner for examination of the claims pending in this application and address Examiner's comments below.

Applicants are amending claims 1, 14, and 24 in this Amendment and Response. These changes are believed not to introduce new matter, and their entry is respectfully requested.

In view of the Amendments herein and the Remarks that follow, Applicants respectfully request that Examiner reconsider all outstanding objections and rejections, and withdraw them.

Examiner Interview

On April 2, 2007, a telephone interview with Examiner took place. The claims, as amended, were discussed in view of the references cited by Examiner. Although no specific agreement was reached, Examiner recognized Applicants position and encouraged Applicants to present their arguments in this Amendment.

Response to Rejection Under 35 USC 103(a) in View of Gilles and Liu

In the 5th paragraph of the Office Action, Examiner rejects claims 1-6, 14-19, and 24-29 under 35 USC § 103(a) as allegedly being unpatentable over U.S. Patent No. 6,249,578, Gilles et al. ("Gilles") in view of U.S. Patent No. 6,785,325, Liu et al. ("Liu"). This rejection is traversed.

As amended, representative claim 1 recites a method for automating communications between service providers comprising, *inter alia*, the following:

...
electronically receiving a request message relating to the high speed network access service, the high speed network access service comprises digital subscriber line technology, from a first service provider by a second service provider of the high speed network access service via a network, the first and second service providers cooperating to provide high speed network access service to an end subscriber, **the cooperating includes passing high speed network data destined to or originating from the end subscriber, the first and second service providers respectively is one from a group consisting of: (i) a competitive local exchange carrier (CLEC) and an incumbent local exchange carrier (ILEC); (ii) an ILEC and a CLEC; (iii) an internet service provider (ISP) and a CLEC; or (iv) a CLEC and an ISP; ...**
(emphasis added)

Likewise, amended claims 14 and 24 recite a related system and computer program product, respectively. Support for the amendments made to claim 1 are found in the specification at, for example, page 5, line 19 to page 6, line 7 and Figure 1. Additional support is found, for example, at page 6 lines 8-22, and Figure 2. The claimed invention beneficially automates communication between digital subscriber line (DSL) service providers in order to provide high speed network access service. A modern DSL network can require significant communication between CLECs, ILECs, and ISPs in order to provide high speed network data to the end subscriber. By automating communications between these service providers, the claimed invention decreases the need for time-consuming, inefficient, and error-prone manual entry.

Gilles discloses communication between a reseller and a wholesaler in a telephone network. The reseller gathers information from customers, sells services to customers, and

bills customers. The wholesaler provides the actual telephone service to the customer. The reseller cooperates with the wholesaler only to the extent of providing business services such as sales, billing, and customer service. Gilles does not disclose communication between two service providers as in the claimed invention. Gilles also does not disclose DSL service, and does not disclose CLECs, ILECs, and ISPs cooperating to provide DSL service.

Liu discloses a DSL splitter that is capable of testing the quality of a subscriber loop. This is an electrical device that tests the set of wires connecting an end subscriber to the central office. Liu is concerned with low-level electrical testing of DSL wires, not with communication between service providers using electronic messages. Liu mentions, in a single sentence in the Background, that ILECs lease space to CLECs and provide access to splitters, but does not otherwise mention ILECs or CLECs. Liu does not mention ISPs.

The claimed invention is not obvious over Gilles in view of Liu. Examiner cites various portions of Gilles describing electronic message passing between a reseller and a wholesaler in order to show “electronically receiving a request message ... from a first service provider by a second service provider...” As mentioned above, the reseller does not provide actual telephone service (Gilles is concerned with telephone rather than DSL service) but rather performs sales, billing, and customer service functions. On the other hand, the claimed invention specifies that the two service providers cooperate “to provide high speed network access service to an end subscriber, the cooperating includes passing high speed network data destined to or originating from the end subscriber.” The reseller in Gilles is not a “service provider” in the claimed invention because it cooperates with the wholesaler only by performing business functions and not by “passing high speed network data destined to or originating from the end subscriber.” A DSL system with multiple data service providers

presents significant and unique challenges that are addressed by the claimed invention but not by Gilles.

Further, the combination of Gilles and Liu is improper because there is no motivation to combine the references as suggested by Examiner to show "... the first and second service providers respectively is one from a group consisting of: (i) a competitive local exchange carrier (CLEC) and an incumbent local exchange carrier (ILEC); (ii) an ILEC and a CLEC; (iii) an internet service provider (ISP) and a CLEC; or (iv) a CLEC and an ISP."

Specifically, as mentioned above, Liu is concerned with the electrical testing of DSL wires and does not deal with automated electronic message passing between service providers. There is no motivation to apply the disclosure of Liu to the much higher-level problem of message passing between service providers. Even if the combination were proper, Liu does not disclose communications via electronic messages between a CLEC and ILEC nor between an ISP and a CLEC. Liu only briefly mentions that a CLEC leases space from an ILEC and does not even mention an ISP.

Based on the above remarks, Applicants submit that for at least these reasons claims 1, 14, and 24 and dependent claims 2-6, 15-19, and 25-29 are patentably distinguishable over the cited references. Therefore, Applicants respectfully request that Examiner reconsider the rejection, and withdraw it.

Response to Rejection Under 35 USC 103(a) in View of Gilles, Liu, and Chen

In the 9th paragraph of the Office Action, Examiner rejects claims 7-13, 20-23, and 30-33 under 35 USC § 103(a) as allegedly being unpatentable over Gilles, in view of Liu, and further in view of U.S. Patent No. 6,507,856, Chen et al. ("Chen"). This rejection is respectfully traversed. In particular, dependent claims 7-13, 20-23, and 30-33 are believed to

be allowable at least because the independent claims 1, 14, and 24 from which they variously depend are allowable as discussed above. Thus, withdrawal of the rejection of claims 7-13, 20-23, and 30-33 under 35 U.S.C. § 103(a) is respectfully requested.

Conclusion

In sum, Applicants respectfully submit that claims 1-33, as presented herein, are patentably distinguishable over the cited references (including references cited, but not applied). Therefore, Applicants request reconsideration of the basis for the rejections to these claims and request allowance of them.

In addition, Applicants respectfully invite Examiner to contact Applicants' representative at the number provided below if Examiner believes it will help expedite furtherance of this application.

Respectfully Submitted,
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